

2096

AGREEMENT

Between

BOARD OF EDUCATION

of the

CITY OF NORTH WILDWOOD, NEW JERSEY

and the

NORTH WILDWOOD EDUCATION ASSOCIATION

July 1, 1989 - June 30, 1992

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PREAMBLE

THIS AGREEMENT entered into this day of
1990, by and between the Board of Education of the City of
North Wildwood, New Jersey, hereinafter called the "Board",
and the North Wildwood Education Association, hereinafter
called the "Association".

W I T N E S S E T H :

WHEREAS, the Board and the Association recognize and
declare that providing a quality education for the children
of the North Wildwood School District is their mutual aim
and that the character of such education depends
predominantly upon the guidance and wisdom of the
administration and the quality and morals of the teaching
service, and

WHEREAS, the Board has an obligation, pursuant to Chapter
123, Public Laws of 1974 to negotiate with the Association
as the representative of employees hereinafter designated
with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings
which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual
covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following employees:
1. Full-time professional and certified personnel (teachers and nurses).
 2. Full-time custodial employees.
 3. Full-time clerical employees. Excluding all aides, part-time employees, supervisors (including the head custodian), managerial executives, confidential employees and administrative employees.
- B. Reference to male teachers shall include female teachers.

ARTICLE II
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all teachers, secretaries and custodians, as may be applicable, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.
- B. The Board agrees to inform the Association, within five (5) days of notification, of the availability of state and/or federal funds, and to consult with the Association concerning the most beneficial implementation of these funds in the North Wildwood School District. It is understood by the Association that final determination in the expenditure of these funds shall rest with the Board.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

A "grievance" is a dispute or difference between the Board and the Association, or the employees represented by the Association, which affects the terms and conditions of employment of an employee or group of employees with respect to the interpretation, application or violation of policies of this Agreement or administrative decisions. Matters which are not within this definition and matters for which a statutory remedy is provided, including the Board's failure to retain a non-tenure teacher, shall not be a grievance as that term is used in this Agreement.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time, arise affecting the terms and conditions of employment of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

1. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at such level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

A teacher with a grievance shall first discuss it with the Superintendent, either directly or through the Association's designated representative, with the objective of resolving the matter informally. Any teacher or teachers having a grievance, or the Association, must institute the proceedings at this level within twenty-one (21) days after the teacher, teachers or the Association knew or should have known of the grievance.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the

Responsibilities (hereinafter referred to as the PR and R Committee), within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the PR & R Committee shall refer it to the Superintendent of Schools.

5. Level Three

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, he may within five (5) school days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent ~~or~~ whichever is sooner, request in writing that the Chairman of the PR & R Committee submit his grievance for review by the Board of Education. The Board shall review the case; shall hold a hearing with the employee, if requested by the employee; and shall render a decision in writing within twenty-one (21) calendar days of receipt of the grievance. Copies of the decision of the Board of Education shall be sent to the aggrieved, to the Superintendent, and the Chairman of the PR & R Committee.

6. Level Four

a. A grievance which remains unresolved to the satisfaction of the employee, after a decision has been rendered by the Board, may be submitted to arbitration within ten (10) school days.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and

the PR & R Committee shall proceed to select an arbitrator in accordance with the rules of the American Arbitration Association. The conduct of the arbitration shall be in accordance with the rules and procedures of the American Arbitration Association.

c. The arbitrator so selected shall confer with the representatives of the Board and the PR & R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board of by any member of the Administration against any party in interest, any building representative, or any member of the PR & R Committee or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If, in the judgment of the PR & R Committee, a grievance affects a group or class of teachers, the PR & R Committee may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The PR & R Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to

the Chairman of the PR & R Committee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph six (6) of this Article.

3. All teachers, including a teacher who has filed a grievance under this Agreement, shall continue to work in accordance with the directions of the Superintendent, notwithstanding that grievances may be pending.

4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the Article.

F. The same terms and conditions of the teachers' Grievance Procedure shall apply to the Custodial and Clerical employees with the following exceptions:

1. The arbitration step referred to in the teachers' Grievance Procedure shall not be binding, but rather shall be advisory only.

2. The first step of the Grievance Procedure for Custodial employees shall involve the Supervisor of

Building Services with the Superintendent being the second step.

ARTICLE IV
EMPLOYEE RIGHTS

- A. In accordance with existing laws the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of the New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment, by reason of his membership in the Association and its affiliates, his participation in any activities of the Association to its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School laws or other applicable laws and regulations. [The rights granted to the employees hereunder shall be deemed to be in addition to those provided elsewhere.] .
- C. Subject to law, no employee shall be disciplined, reprimanded, reduced in rank or compensation or

deprived of any professional advantage without just cause.) Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

- D. 1. When any non-tenure employee is directed to appear before the Board or any committee, member, representative, or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such a meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of an employee shall be with pay until formal charges are preferred by the Board.
2. Any charge made against any employee of a Board of Education under tenure during good behavior and efficiency shall be filed with the secretary of the Board in writing, and a written statement of evidence under oath to support such charge shall be presented to the Board. The Board of Education shall forthwith provide such employee with a copy of the charge, a copy of the statement of the evidence and an opportunity to submit a written statement of position and a written statement of evidence under oath with respect thereto. After consideration of the charge, statement of position and statements of evidence presented to it, the Board shall determine by majority vote of its full membership whether there is probable cause to credit the evidence in support of the charge and whether such charge, if credited, is sufficient to warrant a dismissal or reduction of salary. The Board of

Education shall forthwith notify the employee against whom the charge has been made of its determination, personally or by certified mail directed to his last known address. In the event the Board finds that probable cause exists and that the charge, if credited, is sufficient to warrant a dismissal or reduction of salary, then it shall forward such written charge to the commissioner for a hearing pursuant to N.J.S.A. 18A:6-16, together with a certificate of such determination. Provided, however, that if the charge is inefficiency, prior to making its determination as to certification, the Board shall provide the employee with written notice of the alleged inefficiency, specifying the nature thereto, and allow at least ninety (90) days in which to correct and overcome the inefficiency. The consideration and actions of the Board as to any charge shall not take place at a public meeting.

- a. Upon certification of any charge to the commissioner, the Board may suspend the person against whom such charge is made, with or without pay, but, if the determination of the charge by the Commissioner of Education is not made within one hundred and twenty (120) calendar days after certification of the charges, including all delays which are granted at the request of such person, then the full salary (except for said 120 days) of such person shall be paid beginning on the one hundred twenty-first (121) day until such determination is made. Should the charge be dismissed the person shall be reinstated immediately with full pay from the first day of such suspension. Should the charge be dismissed and the suspension be continued during an appeal

therefrom, then the full pay or salary of such person shall continue until the determination of the appeal. However, the Board of Education shall deduct from said full pay or salary any sums received by such employee or officers by way of pay or salary from a substituted employment assumed during such period of suspension. Should the charge be sustained on the original hearing or an appeal therefrom, and should such person appeal from the same, then the suspension may be continued unless and until such determination is reversed, in which event he shall be reinstated immediately with full pay as of the time of such suspension.

- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- F. The employee shall have initial responsibility to determine grades and other evaluations of the students within the grading policies of the North Wildwood School District. However, the ultimate determination of grades and other evaluations of students shall be that of the Administration.
 - 1. No grades or evaluations shall be changed without first consulting with the employee involved.
- G. Any question or criticism by a supervisor, administrator, or board member of an employee and that particular employee's instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

Complaints, accusations and criticisms made at public board meetings regarding employees of the North Wildwood School District shall be referred to a closed session of the Board. All complaints regarding particular employees and their instructional methodology will be referred to the chief administrative officer and such complaints, accusations and criticisms will be discussed only at a regular meeting after failure of an administrative solution. Personal criticisms by board members in their capacity as board members of school employees will be referred to the appropriate administrative officer at a closed session.

The above shall be consistent with the Sunshine Law and the Right to Know Law.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association all available public information together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any teacher participates, with mutual consent, during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.
- C. The Association and its representatives shall have the right to use the school building for Association business at all reasonable hours, contingent upon availability of the building.
- D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without approval of the Superintendent or other members of the administration.
- E. The Association shall have the exclusive use of a bulletin board in the faculty lounge.
- F. Employees covered under this Agreement shall have the option of enrolling their dependent children in Margaret Mace School at no cost. Students of full time out of district employees may attend the Margaret Mace Elementary School so long as:
 1. There is room for them without undue crowding in the respective class or programs.

2. *The student is not an academic, social, or discipline problem, as determined by the Superintendent after consulting with the Child Study Team.*
3. *The student's attendance does not interfere in any way with the performance of the said employee.*

ARTICLE VI
EMPLOYEE WORK YEAR

A. Teachers In-School Work Year

1. The in-school work year for teachers employed on a ten (10) month basis shall not extend one hundred and eighty-five (185) days. *except*
 2. The in-school work year shall be as follows:
 - a. One hundred and eighty (180) days when pupils are in attendance.
 - b. Orientation day.
 - c. Cape May County Education Association Day (1).
 - d. Two (2) days at N.J.E.A. Convention.
 - e. Professional Day (1). *Teacher In-Service Day*
 3. The school calendar shall be as set forth in Schedule "G". Changes in the school calendar shall be made only after consultation between the Association and the Board.

B. CUSTODIANS

1. Holidays

- a. There shall be twelve (12) paid holidays per school year, which shall be as follows:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day After
Independence Day	Thanksgiving
Martin Luther King Day	Christmas Day

In addition, three (3) additional holidays shall be granted by the Superintendent after consulting with the Supervisor of Building Services.

b. If any of the above holidays shall fall on a Saturday, it shall be celebrated on the preceding Friday. If it falls on a Sunday, it shall be celebrated on the following Monday.

c. To be eligible for holiday pay, an employee must work the last scheduled work day before the holiday and the first scheduled work day after the holiday unless for a justifiable reason.

2. Work Week

a. Day Assignments - The work week shall consist of eight (8) hours per day, five (5) days per week, exclusive of one-half (1/2) hour per day for lunch.

b. Night Assignments - The work week shall consist of seven and one-half (7 1/2) hours per day, five (5) days per week, exclusive of one-half (1/2) hour per day for lunch.

3. Overtime

a. Custodial employees shall be paid one and one-half (1 1/2) times their hourly rate for all hours worked in excess of forty (40) hours per week provided authorization for said overtime work was obtained prior to working thereof from the Superintendent or the Supervisor of Building Services. An individual employee may, however, elect to

receive compensatory time (on a 1 (1) hour for one (1) hour basis) in lieu of overtime.

4. Vacations

a. After one (1) year of service, the employee shall be entitled to two (2) weeks vacation with pay.

b. After six (6) years of service, the employee shall be entitled to three (3) weeks vacation with pay.

C. CLERICAL EMPLOYEES

1. Holidays

a. Clerical employees shall receive the holidays called for by the school calendar during the school year. In addition, they shall receive Independence Day and Labor Day.

2. Work Week

a. Effective July 1, 1990, when school is in session the work week shall be from 8:00am to 3:30pm. Including forty-five (45) minutes per day for lunch, five (5) days per week. When school is not in session, during the summer recess, the work week shall be from 8:30am to 2:30pm, including forty-five (45) minutes per day for lunch, five (5) days per week.

b. Compensatory Time - Clerical employees shall receive compensatory time(one (1) hour for one (1) hour basis) for time worked in excess of their regular work week.

3. VACATION

a. After one (1) year of service, the employee shall be entitled to two (2) weeks vacation with pay.

b. After six (6) years of service, the employee shall be entitled to three (3) weeks vacation with pay.

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ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A. 1. The total in-school work day shall consist of five (5) hours and fifty (50) minutes, exclusive of lunch time. The lunch period shall be duty-free and be equal in length to that of the pupils, or thirty (30) minutes, whichever is greater.
2. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupils' school day, and shall not be permitted to leave until twenty (20) minutes after the close of the pupils' day except as set forth below.
- a. All teachers shall be permitted to leave at the close of the pupils' day on the day preceding holidays or vacations. In addition, other than those assigned to the afternoon duty roster, all teachers shall be permitted to leave at the close of the pupils' day on Friday, as well. Teachers assigned to the afternoon duty roster shall not leave on any Friday until twenty (20) minutes after the close of the pupils' day.
1. Teachers assigned to the afternoon duty roster may, upon prior notice to the Superintendent, arrange for their duty to be covered by another teacher.
- B. The daily teaching load shall not exceed five (5) hours and fifteen (15) minutes of pupil contact.

- C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.
- D. 1. Teachers may be required to remain after the end of the regular work day, without compensation, for the purpose of attending faculty or other professional meetings two (2) days each month. Such meetings shall not exceed one hundred and twenty (120) minutes per month.
 - a. Teachers shall have the opportunity to suggest items for the agenda.
 - 2. Meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays, or any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school.
- E. The practice of using a regular teacher as a substitute, thereby depriving him of preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their nonteaching time. In the absence of volunteers, a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall credit these periods to additional personal time off to be used before the end of the current school year.
- F. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school

day shall be voluntary, insofar as possible, and shall be compensated according to the rate of pay in Schedule "F".

G. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. For participation in educational and/or reward field trips, employees who work beyond an eight (8) hour day will be paid at the rate of ten dollars (\$10.00) per additional hour. The overtime compensation shall not exceed an amount equal to one and one-half (1 1/2) times each individual teacher's daily pay. For trips which extend overnight, teachers will receive two (2) additional days pay for each twenty-four (24) hour period.

ARTICLE VIII
TEACHER EMPLOYMENT

- A. The Board agrees to hire, insofar as possible, only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners, or those persons eligible under the alternate certification procedure, for every teaching assignment.
- B. Previously accumulated unused sick leave days may be restored to all returning teachers at the discretion of the Board.
- C. Teachers shall be notified of their contract status for the ensuing year no later than April 30th.
- D. Non-certified personnel shall not replace or be hired in lieu of a teacher to perform duties of a certified teacher, except in the case of per diem substitution not to exceed three (3) consecutive days.

ARTICLE IX
SALARIES

- A. The salary of each employee covered by this Agreement is set forth in the following schedules:

Teachers ----- Schedules A, B, and C -
Pages 59, 60, 61
Custodial ----- Schedule D- Page 62
Clerical ----- Schedule E- Page 63
Extracurricular ----- Schedule F- Page 64

These schedules represent salaries for 1989 - 1992.

- B. 1. Each teacher with a contract beginning September 1st to July 1st, ten (10) months, shall be paid every two (2) weeks, beginning on the Friday following the second Monday in September.

2. Effective July 1, 1986, upon written notice of a teacher on or before May 15th of a given year, the Board agrees to make salary payments in twenty-six (26) equal biweekly installments. If such notification is not received in a timely fashion, then salary payments shall be in accordance with Paragraph B.1 above.

3. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

4. Teachers shall receive their final checks on the last working day in June, pending completion of all records, folders and all duties connected with closing of school. These duties shall not be of a janitorial nature.

5. The Board shall have no liability for personal items of teachers left on the premises upon close of school.

C. Custodial and Clerical employees shall be paid every other Friday.

ARTICLE X
TEACHER ASSIGNMENTS

- A. All teachers shall be given written notice of their class and/or subject assignments and room assignments for the forthcoming year not later than May 1st.
 - 1. In the event that change in such schedule, class and/or subject assignments, or room assignments are designated after May 1st, the Association and any teacher affected shall be notified promptly in writing and upon the request of the teacher and the Association, the changes shall be promptly reviewed between the Superintendent and the teacher affected and at his option a representative of the Association.
- B. In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor fields of study insofar as possible.

ARTICLE XI
VOLUNTARY ASSIGNMENTS

- A. No later than May 15th of each school year, the Superintendent shall deliver to the Association and post on the bulletin board in the faculty lounge, a list of the known vacancies which shall occur during the following school year. This list is to be updated if vacancies occur after this date.
 - 1. Teachers who desire a change in grade and/or subject assignments may file a written statement of such desire with the Superintendent not later than March 15th. Such statement shall include the grade and/or subject to which the teacher desires to be assigned in order of preference.
- B. As soon as practicable and no later than June 1st, the Superintendent shall post in the faculty lounge and deliver to the Association a system-wide schedule showing the names of all teachers who have been reassigned and the nature of such reassignment.
- C. As soon as practical the Superintendent shall notify those teachers who will be employed in summer school.

ARTICLE XII
INVOLUNTARY REASSIGNMENTS

- A. Notice of an involuntary reassignment shall be given to teachers as soon as practicable, not later than June 1st.
- B. When an involuntary reassignment is necessary, a teacher's area of competence, major or minor field of study, length of service and needs of the North Wildwood School District, shall be considered in determining which teacher is to be reassigned.
- C. An involuntary reassignment shall be made only after a meeting between the teacher involved and the Superintendent of the school, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the reassignment of this meeting, upon the request of the teacher, the Superintendent shall meet with him again, at which time the teacher may, at his option, have an Association representative present at such meeting. A determination of who shall be reassigned involuntarily is a matter which rests solely with the Superintendent.
- D. A teacher being involuntarily reassigned shall be placed in a position which does not involve reduction in total compensation or rank.

ARTICLE XIII
PROMOTIONS

- A. Members of the bargaining unit will be considered for promotional vacancies. In the event a vacancy, a new position, or a new program shall occur, notification shall be given in writing to the Association. The employee shall have fifteen (15) days to indicate interest. The final choice shall be made by the Board of Education.
- B. Notice of promotional vacancies occurring during the summer recess shall be sent to the President of the Association. The time limit set forth above shall apply.

answer shall be reviewed by the Superintendent and attached to the file copy.

- C. 1. Any complaints regarding a teacher made to any member of the Administration by any parent, student, or other person which are or may be used in any manner in evaluating a teacher shall be processed according to the following procedure:
 - 2. The Superintendent shall meet with the teacher to apprise the teacher of the full nature of the complaint, including the identity of the complainant, and they shall attempt to resolve the matter informally. The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.
- D. Evaluation and observation of non-tenure teachers shall be carried out in accordance with N.J.S.A. 16A 27:3.1 to 3.3 and N.J.A.C. 6:3-1.20.
- E. Final evaluation of a teacher upon termination of his employment shall be concluded prior to severance and no other evaluation shall be placed in the personnel file of such teacher after severance.

ARTICLE XV
TEACHERS FACILITIES

A. Duplicating equipment shall be made available for use by teachers for school use only.

1. The copier shall be available for teacher use in the event that operation by aides is not available.

ARTICLE XVI
ASSOCIATION - ADMINISTRATION COMMUNICATION

- A. The Association's officers or appointed representatives shall meet with the Superintendent periodically to review and discuss local school problems and practices.
- B. One meeting is to be held before December 1st and the second meeting is to be held before April 1st.

ARTICLE XVII
COMPREHENSIVE SELF-STUDY AND EVALUATION PROGRAM

- A. The Board and the Association recognize that there are certain readily observable aspects of school operation which encourage excellence in educational service to the children of the community. A comprehensive and continuing evaluation of school facilities, curriculum, teaching techniques, administrative practices, by the Board of Education is to be desired. In the light of current research, critical self-evaluation in these areas must take place to insure that school operation is based on principles which are not only philosophically sound, but conscientiously applied.
- B. Therefore, the Board and the Association agree to establish a Coordinating Committee. The purpose of the Committee shall be to initiate a program for comprehensive self-evaluation of the North Wildwood School System.
 1. The committee shall consist of nine (9) members, four (4) appointed by the Board, four (4) appointed by the Association and the Superintendent or his appointee.
 2. The Committee shall consider guidelines for evaluation of all matters regarding the effective operation of the North Wildwood School District.
 3. The Board, the Superintendent and the Association shall consider and study all written recommendations submitted to it by the Committee for action.
 4. This committee shall have its first meeting by October 15th of the academic year and shall have no less than three (3) meetings per year.

5. The recommendations not adopted shall not be made public by any of the parties.

ARTICLE XVIII
SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
 - 1. Teachers shall be given a written accounting of accumulated sick leave days no later than September 15th of each year.
- B. Custodial and Clerical employees shall be entitled to twelve (12) sick leave days each year from the date of hire to the third year of employment.
- C. Beginning with the fourth year of employment in North Wildwood, one (1) day additional accumulative sick leave per year shall be granted to employees up to a maximum of fifteen (15) sick leave days per year.

ARTICLE XIX
TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary non-accumulative leaves of absence each school year with full pay:

1. Three (3) days leave of absence for personal, legal business, household or family matters which require absence during school hours. The applicant for such leave shall not be required to state the reasons for taking such leave other than that he is taking it under this section. In case of emergencies where extended days are necessary, the Board agrees to receive and act on requests for additional days beyond those presently in the contract.

a. Except in cases of emergency, forty-eight (48) hours notice shall be given.

b. The application for leave shall be required to state whether the leave is for personal reasons, legal business, household or family matters.

c. No personal leave days shall be granted either during the first week or the last week of school or a school day before or after a holiday.

2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.

a. The Board shall not be required to pay teachers for time taken in connection with appearances in any legal proceedings where the

teacher's participation is adverse to the Board's interests.

1. Notwithstanding the above, no teacher called to appear as a witness in any legal proceeding will be affected by the loss of any financial remuneration.
 3. Up to five (5) days in any one year in the event of death or serious illness of a teacher's spouse, child, parents, parents-in-law, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or other member of the immediate household. Teachers shall be granted up to one (1) day in any one year in the event of a death of a teacher's friend or relative outside the teacher's immediate family as defined above. In the event of a death of a teacher or student in the North Wildwood School District, the Superintendent or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.
 4. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay which he received from the state or federal government. This may not exceed ten (10) school days per school year.
- B. Each custodial employee shall be entitled to three (3) days each year for personal time which will be granted upon application to the Superintendent, provided the reason for the application is that the absence is for personal business that cannot be accomplished during

nonworking hours. Any unused business days shall not be accumulated.

- C. Clerical employees shall be entitled to three (3) days each year for personal time which will be granted upon application to the Superintendent, provided the reason for the application is that the absence is for personal business that cannot be accomplished during nonworking hours. Any unused personal business days shall not be accumulated.
- D. Each Custodial and Clerical employee shall be entitled to up to five (5) days leave of absence in any one year with pay in the event of death or serious illness of said employee's spouse, child, parents, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any other member of the immediate household.

ARTICLE XX
EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay of up to two (2) years shall be granted to any tenure teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as an exchange teacher or oversees teacher, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship.
- B. No more than two (2) tenure teachers shall be granted a leave of absence without pay for up to one (1) year to teach in an accredited college, university, or other private school while obtaining a Master's or a Doctor's degree.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for a period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.
- D.
 1. Maternity leave shall be as required by law.
 2. Adoption leave without pay for a teacher adopting an infant child shall commence upon her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption. No teacher on adoption leave shall, on the basis of said leave, be denied the opportunity to substitute in the North Wildwood School District in the area of her certification or competence. Duration of adoption leave shall be concert with the duration of maternity leave.

- E. The Board shall grant a leave of absence without pay to any teacher to serve in a public office.
- F. Other leaves of absence without pay may be granted by the Board for good reason.
- G.
 - 1. Upon return from leave granted pursuant to Section A, B, C and D of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent.
 - 2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including his unused accumulated sick leave, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or if not, to a substantially equivalent position.
- H. All extensions or renewals of leaves shall be applied for in writing by May 1st of the year in which leave is requested and may be granted at the discretion of the Board, also in writing.

ARTICLE XXI
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to implement the following:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an employee is required by the Administration to take.

B. The Board will pay full-time certified personnel (teachers and nurses), subject to a maximum limitation for the bargaining unit of \$5,000.00 for 1989-92, for tuition and cost of books for successfully completed courses at a recognized institution of learning for the courses related to education. Credits for each employee will be paid at the State College rate if the maximum limitation has been reached in a given year.

1. In the event that any part of the above funding is left over in any school year, it shall be carried over to the succeeding year in an amount not to exceed \$1,000.00.

2. A maximum of four (4) courses per year may be taken.

3. The courses in which a teacher intends to enroll must be submitted to the Superintendent for approval. Such approval shall not be withheld provided the course is related to education or is part of a curriculum leading to a degree related to education.

4. In the event that a teacher's approved course is cancelled, he may submit an alternative course for the Superintendent's approval.

ARTICLE XXII
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

- A. When in the judgment of a teacher, a student requires the attention of the Superintendent or auxiliary services which are available within the system, he shall so inform his Superintendent. The Superintendent shall arrange as soon as possible for a conference among himself, the teacher and an appropriate specialist, if available, to discuss the problem and the appropriate steps for its resolution.
- P.M.C.C.

ARTICLE XXIII
INSURANCE PROTECTION

- A. The Board shall continue to provide New Jersey Public Employees Health Benefits insurance protection or its equivalent.
- B. The Board shall provide to each teacher a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.
- C. Custodial employees shall receive the same medical insurance coverage which is received by teachers in the school district.
- D. The Board shall reimburse employees for medical expenses not covered by existing insurance, including, but not limited to, eye glasses, orthopedic shoes, chiropractic visits, deductible insurance amounts, etc. All receipts shall be submitted to the Board Secretary between May 1 and May 15 of each contract year, with the reimbursement check to be issued in June of each contract year. The maximum limits payable to each teacher during each contract year shall be as follows:

1989-92 \$200.00

- E. Clerical employees shall receive the same insurance benefits received by the teachers in the school district.

F. The Board will provide dental insurance for employees and their families at an annualized rate of twenty thousand dollars (\$20,000.00).

1. If the cap is exceeded, the remaining costs will be borne equally by all unit members through payroll deduction. *

* based on unit

11-one party
10-two party
14-three party

1993-8

19-

$$\begin{array}{r} \text{COST - 20,200} \\ 20,000.00 \\ \hline 200.00 \end{array}$$

5.672 48 49

100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
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ARTICLE XXIV

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

- A. An instructional expenditure fund shall be established for use in purchasing incidental supplies for classroom instructional use. Expenditures from this fund shall be at the discretion of the teacher. The teacher shall be reimbursed upon presentation to the Superintendent, of a paid receipt for such expenditures up to seventy five dollars (\$75.00) per year, presentation no later than January 30th of that year.

ARTICLE XXV
DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees for the North Wildwood Education Association, the Cape May County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A.52:14-15, 9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XXVI
REIMBURSEMENT FOR UNUSED SICK LEAVE

A. An employee shall qualify for full reimbursement as stated below for unused sick leave if he/she has completed at least fifteen (15) years of service in the North Wildwood School District or for half reimbursement as stated below if he/she has completed five (5) to fourteen (14) years of service at the time of retirement as defined by the New Jersey Pension and Annuity Fund. The payment to which the qualified employee shall be entitled is as follows:

Effective July 1, 1989 - 1992

Teachers	No. of Days	x	\$23.00 / day
Custodians	No. of Days	x	\$20.50 / day
Clerical	No. of Days	x	\$18.00 / day

ARTICLE XXVII
MISCELLANEOUS

- A. This Agreement constitutes Board Policy for the term of said Agreement, and the Board and the Association shall carry out their respective commitments contained herein and give them full force and effect as Board policy.
- B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be provided at the joint expense of the Board and the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, or considered for employment by the Board.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by registered letter at the following address:

1. If by Association to the Board at:
1201 Atlantic Avenue, North Wildwood, NJ 08260

2. If by the Board, to the Association at:
1201 Atlantic Avenue, North Wildwood, NJ 08260

F. Mileage - Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the rate per mile established by the Internal Revenue Service Regulations.

ARTICLE XXVIII
REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (ie: from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employees will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. **NOTIFICATION:** Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. **LEGAL MAXIMUM:** In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed,

said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. **NOTIFICATION:** Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. **PAYROLL DEDUCTION SCHEDULE:** The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

a. ten (10) days after receipt of the aforesaid list by the Board; or

b. thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the

employee's employment in a bargaining unit position, whichever is later.

3. TERMINATION OF EMPLOYMENT: If an employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. MECHANICS: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. CHANGES: The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. NEW EMPLOYEES: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board and Association will prepare a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XXIX
DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing. This contract is retroactive in all respects to July 1, 1989.
- B. IN WITNESS WHEREOF, the Association and the Board of Education have caused this Agreement to be signed by their respective Presidents and Secretaries and seals affixed, all on the day and year above written.

NORTH WILDWOOD
BOARD OF EDUCATION

By: Gary C. Sloan
President

NORTH WILDWOOD
EDUCATION ASSOCIATION

By: Thomas Ottaviano
President

ATTEST:

Mary E. Ott
Secretary

ATTEST:

Connie Johnson
Secretary

SCHEDULE A
TEACHER SALARY GUIDE

1989-90

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	21,299	22,049	22,799	23,649	24,499	25,349
2	22,358	23,108	23,858	24,708	25,558	26,408
3	23,524	24,274	25,024	25,874	26,724	27,574
4	24,260	25,016	25,766	26,616	27,466	28,316
5	25,961	26,711	27,461	28,311	29,161	30,011
6	27,145	28,195	28,945	29,795	30,645	31,495
7	28,610	29,360	30,110	30,960	31,810	32,660
8	29,988	30,738	31,488	32,338	33,188	34,038
9	31,365	32,115	32,865	33,715	34,565	35,415
10	32,743	33,493	34,243	35,093	35,943	36,793
11	34,226	34,976	35,726	36,576	37,426	38,276
12	35,710	36,460	37,210	38,060	38,910	39,760
13	37,294	38,044	38,794	39,644	40,494	41,344

After five (5) years of service in the North Wildwood School District, and seventeen (17) years of total experience, the Board will pay teachers a bonus of \$500.00 payable on the first pay period in September of the 18th year of teaching, and on the first pay period of each fifth year thereafter. Payments to begin in 1972 for those then eligible.

This guide applies to all teaching experience in public schools for credit, and up to four (4) years military experience. This applies to all certificated personnel, including nurses, but not to emergency certificates.

SCHEDULE B
TEACHER SALARY GUIDE

1990-91	STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
	1	22,585	23,335	24,085	24,935	25,785	26,635
	2	23,708	24,458	25,208	26,058	26,908	27,758
	3	24,944	25,694	26,444	27,294	28,144	28,994
	4	25,731	26,481	27,231	28,081	28,931	29,781
	5	27,529	28,279	29,029	29,879	30,729	31,579
	6	29,102	29,852	30,602	31,452	32,302	33,152
	7	30,388	31,088	31,838	32,688	33,538	34,388
	8	31,798	32,548	33,298	34,148	34,998	35,848
	9	33,259	34,009	34,759	35,609	36,459	37,309
	10	34,720	35,470	36,220	37,070	37,920	38,770
	11	36,293	37,043	37,793	38,643	39,493	40,343
	12	37,866	38,616	39,366	40,216	41,066	41,916
	13	39,643	40,393	41,143	41,993	42,843	43,693

SCHEDULE C
TEACHER SALARY GUIDE

1991-92

STEP	BA	BA+15	BA+30	MA	MA+15	MA+30
1	24,825	25,575	26,325	27,175	28,025	28,875
2	25,925	26,675	27,425	28,275	29,125	29,975
3	27,025	27,775	28,525	29,375	30,225	31,075
4	28,125	28,875	29,625	30,475	31,325	32,175
5	29,425	30,175	30,925	31,775	32,625	33,475
6	30,725	31,475	32,225	33,075	33,925	34,775
7	32,100	32,850	33,600	34,450	35,300	36,150
8	33,600	34,350	35,100	35,950	36,800	37,650
9	35,100	35,850	36,600	37,450	38,300	39,150
10	36,680	37,430	38,180	39,030	39,880	40,730
11	38,280	39,030	39,780	40,630	41,480	42,330
12	40,080	40,830	41,580	42,430	43,280	44,130
13	42,080	42,830	43,580	44,430	45,280	46,130

SCHEDULE D
CUSTODIAN SALARY GUIDE

89-90 Step		90-91 Step		91-92 Step	
1	13,814	1	14,461	1	18,101
2	14,756	2	15,447	2	18,601
3	15,698	3	16,432	3	19,101
4	16,822	4	17,609	4	19,601
5	17,686	5	18,514	5	20,101
6	18,523	6	19,390	6	20,601
7	19,517	7	20,431	7	21,707
8	20,721	8	21,691	8	23,045

SECRETARY/ CLERK SALARY GUIDE

89-90 Secretary

89-90 Clerk

STEP	1993 hrs	1863 hrs	STEP	1993 hrs	1863 hrs
1	15,050		1	14,550	
2	15,550		2	15,050	
3	16,050		3	15,550	
4	16,550		4	16,050	
5	17,050		5	16,550	

90-91 Secretary

90-91 Clerk

STEP

1	15,976	14,923	1	15,476	14,457
2	16,476	15,389	2	15,976	14,923
3	16,976	15,855	3	16,476	15,389
4	17,476	16,320	4	16,976	15,855
5	17,976	16,786	5	17,476	16,320

91-92 Secretary

91-92 Clerk

STEP

1	17,527	16,376	1	17,027	15,910
2	18,027	16,842	2	17,527	16,376
3	18,527	17,308	3	18,027	16,842
4	19,027	17,773	4	18,527	17,308
5	19,527	18,239	5	19,027	17,773

1990-91 and 1991-92 guides will be adjusted to reflect 1/2 hour daily reduction in work schedule

SCHEDULE E
SECRETARY/ CLERK SALARY GUIDE

89-90 Secretary

STEP	<u>1993 WES</u>	<u>1863 hrs</u>	STEP	<u>1993 WES</u>	<u>1863 hrs</u>
1	15,050		1	14,550	
2	15,550		2	15,050	
3	16,050		3	15,550	
4	16,550		4	16,050	
5	17,050		5	16,550	

90-91 Secretary
STEP

1	15,976	14923	1	15,476	14457
2	16,476	15389	2	15,976	14923
3	16,976	15855	3	16,476	15389
4	17,476	16320	4	16,976	15855
5	17,976	16785	5	17,476	16320

91-92 Secretary

STEP			STEP		
1	17,527	16376	1	17,027	15910
2	18,027	16842	2	17,527	16476
3	18,527	17308	3	18,027	16942
4	19,027	17773	4	18,527	17408
5	19,527	18239	5	19,027	17875

1990-91 and 1991-92 guides will be adjusted to reflect 1/2 hour daily reduction in work schedule.

SCHEDULE F
EXTRA CURRICULAR COMPENSATION

	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Intramurals-Boys-Fall	\$1,050	\$1,150	\$1,250
Intramurals-Boys-Spring	1,050	1,150	1,250
Intramurals-Girls-Fall	1,050	1,150	1,250
Intramurals-Girls-Spring	1,050	1,150	1,250
Varsity Basketball-Boys	1,300	1,400 ✓	1,500
Varsity Basketball-Girls	1,300	1,400 ✓	1,500
School Newspaper	900	1,000	1,100
Marching Band	900	1,000 ✓	1,100
Cheerleading	900	1,000 ✓	1,100
Student Council	800	900 ✓	1,000
Basketball-JV-Boys	1,000	1,100 ✓	1,200
Basketball-JV-Girls	1,000	1,100 ✓	1,200
yearbook	1,300	1,400 ✓	<u>1,500 ✓</u>

JUL 26 1991

ALL OTHER EXTRA CURRICULAR COMPENSATION REMAINS THE SAME